



CERTIFICATE OF FACSIMILE TRANSMISSION

11552

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING FACSIMILE TRANSMITTED TO THE PATENT AND TRADEMARK OFFICE ON THE DATE SHOWN BELOW.

Name of person signing certification: _____

Date: _____ Signature: _____

PATENT
Attorney's Docket No. 111228CX3.US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

TOLSON

Group Art Unit: 2631

Application No.: 10/040,534

Examiner:

Filed: 12/28/01

For: FREQUENCY SYNTHESIZER FOR
DUAL MODE RECEIVER

PETITION UNDER 37 CFR 1.47(b)

Assistant Commissioner of Patents
Washington, D.C. 20231

Sir:

Applicant hereby petitions for Tropian Inc. ("Tropian") to make application for patent on behalf of and as agent for the sole inventor of the present application, Nigel J. Tolson, a resident of Great Britain residing at 5 Brading Way, Purley-on-Thames, Reading, Berks, GB RG8 8BS.

In support of the petition are the following facts, supported by the attachments hereto.

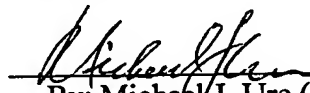
The present invention was made by Mr. Tolson during the course of his employment at Tropian and under the terms of his employment agreement with Tropian, a copy of which is attached hereto. The employment agreement obligates Mr. Tolson to assign to Tropian inventions made during the course of his employment with Tropian and to cooperate in the filing of patent applications as occasion may require.

The undersigned repeatedly sought Mr. Tolson's cooperation in executing formal papers in the subject application. These efforts finally resulted in the attached email from Mr. Tolson declining to cooperate.

If any further showing is deemed required in order to grant the present petition, communication of the same, in writing or by telephone, is respectfully requested.

Respectfully submitted,

TROPIAN, INC.


By: Michael J. Ure (Reg. No. 33,089)

20813 Stevens Creek Blvd.
Cupertino, CA 95014
(408) 422-1319
Date: August 6, 2002

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INBOX - READ MESSAGE [mure@ix.netcom.com]

Date: Wed, 31 Jul 2002 15:59:32 +0100

From: nigel.tolson@hmse.com

[\[add to address book\]](#)

Reply-To: nigel.tolson@hmse.com

To: mure@ix.netcom.com

Subject: Re: Signatures

Hi Mike,

After giving this issue some consideration over the past few days. I've come to

the conclusion that it would not be in my professional interest to do anything which would be profitable for Tropian Inc. as I now work for a competitor.

I'm sorry for the inconvenience this may have caused.

Kind regards

Nigel

mure@ix.netcom.com wrote:

> Hi Nigel.

>

> Did you get my follow-up email? Do we need to try fax instead?

>

> I would greatly appreciate it if I could get the signed docs from you. If they

> are not filed soon, the applications will become abandoned, and our work will

> have gone for naught.

>

> Please let me have your reply today if I may.

>

> Thanks.

>


> Mike

E-mail Confidentiality Notice and Disclaimer

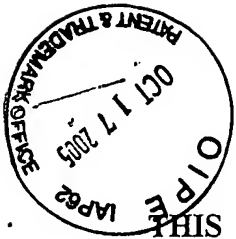
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NT Employment Contract 2001

THIS AGREEMENT is made the 24th day of January 2001 BETWEEN TROPIAN INC (EUROPE) of Lower Woodend Barns, Fawley, Henley-On-Thames, RG9 6JF (referred to in this Agreement as "the Employer") and Nigel Tolson of 70 Westwood Glen, Tilehurst, Reading, Berkshire, RG31 5NW, UK (referred to in this Agreement as "the Employee").

The Employer and Employee agree as follows:-

ORIGINAL

1. **JOB DESCRIPTION**

The Employer shall employ the Employee as Systems Engineering Manager. A detailed job description is set out in Schedule numbered 1 which is attached. The Employer reserves the right to vary the Employee's job description in order to meet the needs of the Employer's business.

2. **DATE OF COMMENCEMENT OF EMPLOYMENT**

The employment commenced on 19th April 1999. No employment with a previous employer will count as part of the Employee's period of continuous employment.

3. **DURATION**

3.1 The employment shall continue until ended by either the Employer or the Employee giving the other not less than three months' notice in writing to end the employment, subject always to the statutory minimum requirement or until the employment is ended under another clause of this Agreement.

3.2 The Employer may at its sole discretion end this Agreement and pay the Employee money in lieu of salary and benefits to which the Employee would be entitled under the terms of this Agreement in full satisfaction of all salary and benefits to which the Employee may otherwise be entitled. Such a payment will have PAYE tax and national insurance contributions deducted at source. The Employer shall be entitled to make appropriate deduction for any monies receivable by the Employee which would constitute money and benefits to be taken into account as mitigation of the Employee's loss at common law if the Employee's Agreement had been unlawfully terminated by the Employer.

3.3 Once notice of termination has been given (whether by the Employer or the Employee) the Employer may at any time and for any period require the Employee to cease performing all or part of his job and/or exclude him from entering any of the Employer's premises. During the Employee's notice period the Employer shall be under no obligation to assign any duties to the Employee. The Employer will continue to pay the Employee's normal basic salary and all other contractual benefits during any such period. The Employee must not work for any other person, firm,